

#### November 26, 2003

#### **VIA OVERNIGHT MAIL**

Kevin Brannelly, Rates and Revenue Requirements Department of Telecommunications and Energy One South Station, 2<sup>nd</sup> Floor Boston, MA 02110

Re:

Fitchburg Gas and Electric Light Company's Request for Approval of its Annual Electric Reconciliation Mechanism

and Inflation Adjustment Filing, D.T.E. 03-115

Dear Mr. Brannelly:

#### Part I: Transmittal Letter

Pursuant to 220 CMR 5.03(1)(a), enclosed are two copies of the following proposed tariffs for Fitchburg Gas and Electric Light Company's ("FG&E") electric division:

M.D.T.E. No. 104, Sheets 1 & 2, Canceling M.D.T.E. No. 92 M.D.T.E. No. 105, Sheets 1 through 3, Canceling M.D.T.E. No. 93 M.D.T.E. No. 106, Sheets 1 through 7, Canceling M.D.T.E. No. 94 M.D.T.E. No. 107, Sheets 1 through 6, Canceling M.D.T.E. No. 95

The tariffs are proposed for effect on and after January 1, 2004, filed this date with the Secretary of the Department of Telecommunications and Energy ("Department").

The rates that result from these tariff changes reduce the bill of a residential Standard Offer Service customer using 500 kWh per month by 0.4 percent. A Default Service customer using 500 kWh per month will see a bill reduction of 1.6 percent. A summary table of the proposed rate changes and impacts is attached. FG&E requests that the proposed rates be approved as filed.

In support and explanation for these tariffs, the filing includes the prefiled direct Testimonies of Karen M. Asbury, Robyn A. Tafoya and Douglas J. Debski.

#### Part II: Letter of Explanation

As described in detail in the testimonies and supporting schedules, FG&E's filing is designed to implement FG&E's 2004 adjustable electric rate mechanisms. FG&E has proposed changes to its Standard Offer Service Fuel Adjustment as well.

> FG&E's Transition Charge is reconciled in this filing in accordance with the Transition Cost Adjustment ("TCA"), Schedule TCA, M.D.T.E. No. 98. FG&E has calculated the Uniform Transition Charge ("UTC") to be \$0.00982 per kWh. The reconciliation indicates an under-collection of \$16,404,581 at December 31, 2003. However, consistent with maintaining the rate cap required by statute, FG&E is not seeking at this time to recover the under-collection accrued, but has instead set the TCA effective January 1, 2004 at \$0.00000 per kWh. FG&E estimates an undercollection of \$21,154,027 at December 31, 2004.

Gary Epler Senior Regulatory Counsel

6 Liberty Lane West Hampton, NH 03842-1720

Phone: 603-773-6440 Fax: 603-773-6640 Email: epler@unitil.com

- FG&E's Standard Offer Service Charge ("SOS") is reconciled in accordance with Schedule SOS, M.D.T.E. No. 99. FG&E's SOS reconciliation indicates an under-collection of \$2,964,871 at December 31, 2003. However, again, because of the rate cap, FG&E cannot increase the SOS Charge above \$0.05100 per kWh, the rate for 2004 pursuant to FG&E's tariff. FG&E estimates an under-collection of \$3,268,478 at December 31, 2004.
- The Default Service Charge is reconciled in accordance with Schedule DS, M.D.T.E. No. 103. FG&E's reconciliation indicates an under-collection of \$1,394,974 at December 31, 2003. FG&E proposes a Default Service Adjustment of \$0.00000 per kWh, yielding an under-collection at year-end 2004 of \$1,640,596.
- The Internal Transmission Charge is reconciled with the Internal Transmission Service Cost Adjustment ("ITSCA"), Schedule ITSCA, M.D.T.E. No. 34. The reconciliation indicates an under-collection of \$19,794 at December 31, 2003. Combining this under-collection with the estimated costs for the year 2004 yields an ITSCA of \$0.00044 per kWh effective January 1, 2004. Implementation of this charge is expected to reconcile costs fully at year-end 2004.
- The External Transmission Charge ("ETC") is proposed to be reset in accordance with Schedule ETC, M.D.T.E. No. 97. The reconciliation indicates an under-collection of \$51,194 at December 31, 2003.
   Combining this under-collection with the estimated costs for the year 2004 yields a new ETC of \$0.00308 per kWh effective January 1, 2004.
   Implementation of this charge is expected to reconcile costs fully at yearend 2004.
- The Standard Offer Service Fuel Adjustment ("SOSFA") was calculated in accordance with the historical fuel index. Including FG&E's year end 2000 SOSFA balance of \$2,622,479 accumulated between April and December 2000 that was transferred to its SOS balance, the reconciliation indicates an under-collection of \$1,326,653 at December 31, 2003. FG&E proposes a base SOSFA of \$0.01185 per kWh. FG&E estimates an under-collection of \$447,288 at December 31, 2004.
- FG&E's Inflation Adjustment complies with the Department's December 17,
   1999 instructions related to its method of calculation.

Rate summaries and bill impacts for the proposed rate changes are also included in the schedules of Douglas J. Debski.

Please do not hesitate to telephone me with any questions.

Senior Redulatory Counse

uly yours.

**Enclosures** 

# Fitchburg Gas and Electric Light Company November 26, 2003 Electric Reconciliation Mechanism and Inflation Adjustment Filing Proposed January 2004 Rates vs. Current Rates Typical 500 kWh Residential Electric Bill Impacts by Rate Component

## Standard Offer Service Customers

Rate Components	9/1/2003 Current Rate	1/1/2004 Proposed Rate	Current <u>Bill</u>	Proposed <u>Bill</u>	Difference	% <u>Difference</u>
Customer Charge	\$3.02	\$3.02	\$3.02	\$3.02	\$0.00	0.00%
	\$/kWh	\$/kWh				:
Internal Transmission	\$0.001 <b>9</b> 2	\$0.00192	\$0.96	\$0.96	\$0.00	0.00%
ITSCA	\$0.000 <b>0</b> 5	\$0.00044	\$0.03	\$0.22	\$0.20	0.28%
External Transmission	\$0.00362	\$0.00308	\$1.81	\$1.54	(\$0.27)	-0.39%
Distribution(includes SAS)*	\$0.049 <b>9</b> 3	\$0.04993	\$24.97	\$24.97	\$0.00	0.00%
Energy Efficiency Charge	\$0.00250	\$0.00250	\$1.25	\$1.25	\$0.00	0.00%
Renewable Resources Charge	\$0.00050	\$0.00050	\$0.25	\$0.25	\$0.00	0.00%
Transition Charge	\$0.01187	\$0.00982	\$5.94	<b>\$4</b> .91	(\$1.03)	-1.49%
Transition Cost Adjustment	\$0.000 <b>0</b> 0	\$0.00000	\$0.00	\$0.00	\$0.00	0.00%
Default Service Adjustment	\$0.00000	\$0.00000	\$0.00	\$0.00	\$0.00	0.00%
Standard Offer Service	\$0.047 <b>0</b> 0	\$0.05100	\$23.50	\$25.50	\$2.00	2.91%
SOSRRA	\$0.000 <b>0</b> 0	\$0.00000	\$0.00	\$0.00	\$0.00	0.00%
SOS Fuel Adjustment	\$0.01424	\$0.01185	\$7.12	\$5.93	(\$1.20)	-1.74%
Total	\$0.131 <b>6</b> 3	\$0.13104	\$68.84	\$68.54	(\$0.30)	-0.43%

## **Default Service Customers**

	12/1/2003	1/1/2004	Current	Proposed		%
Rate Components	Current Rate	Proposed Rate	<u>Bill</u>	Bill	<u>Difference</u>	<u>Difference</u>
Customer Charge	\$3.02	\$3.02	\$3.02	\$3.02	\$0.00	0.00%
	<u>\$/kWh</u>	\$/kWh				
Internal Transmission	\$0.00192	\$0.00192	\$0.96	\$0.96	\$0.00	0.00%
ITSCA	\$0.00005	\$0.00044	\$0.03	\$0.22	\$0.20	0.29%
External Transmission	\$0.00362	\$0.00308	\$1.81	\$1.54	(\$0.27)	-0.40%
Distribution(includes SAS)*	<b>\$0.04993</b>	\$0.04993	\$24.97	\$24.97	\$0.00	0.00%
Energy Efficiency Charge	\$0.00250	\$0.00250	\$1.25	\$1.25	\$0.00	0.00%
Renewable Resources Charge	\$0.00050	\$0.00050	\$0.25	\$0.25	\$0.00	0.00%
Transition Charge	\$0.01187	\$0.00982	\$5.94	\$4.91	(\$1.03)	-1.51%
Transition Cost Adjustment	\$0.0000	\$0.00000	\$0.00	\$0.00	\$0.00	0.00%
Default Service Adjustment	\$0.0000	\$0.00000	\$0.00	\$0.00	\$0.00	0.00%
Default Service (Fixed)	\$0.05917	\$0.05917	\$29.59	\$29.59	\$0.00	0.00%
Total	\$0.12956	\$0.12736	\$67.80	\$66.70	(\$1.10)	-1.62%

<sup>\*</sup>Seabrook Amortization Surcharge of \$0.00819/kWh.

# **INDEX**

# TARIFF FOR ELECTRIC SERVICE

INDEX:		M.D.T.E. No.	No. of Pages
Territory Served at Published Rates		21	1
Terms and Conditions for Distribution Service		22	21
Terms and Conditions for Competitive Supplier	'S	90	13
1 11			
Electric Service:	Schedule:		
Residential Delivery Service	RD-1	104	2
Low Income Residential Delivery Service	RD-2	105	3
General Delivery Service	GD	106	7
Outdoor Lighting Delivery Service	SD	107	6
Qualifying Facility Power Purchases	QF	57	10
Seabrook Amortization Surcharge	SAS	32	2
Energy Efficiency Charge	EEC	96	1
Internal Transmission Service Cost Adjustment	ITSCA	34	1
External Transmission Charge	ETC	97	2
Transition Cost Adjustment	TCA	98	1
Renewable Resource Charge	RRC	37	1
Standard Offer Service	SOS	99	8
Default Service	DS	103	7
Default Service Adjustment	DSA	101	1
Interruptible Load Credit	I-N	41	2
Interruptible Load Credit	I-FGE	42	1
Load Response Program	LR	85	1
Optional Enhanced Metering Service	<b>EMS</b>	71	3
Optional Interval Data Service	IDS	70	1
Cancellation Supplement	MDTE 29	9	1
Cancellation Supplement	MDTE 6	5	1
Cancellation Supplement	MDTE 80	)	1
Cancellation Supplement	MDPU 7	7	1
Cancellation Supplement	MDPU 8	0	1
Cancellation Supplement	MDPU 8	3	1
Cancellation Supplement	MDPU 8	7	1

#### RESIDENTIAL DELIVERY SERVICE

#### **SCHEDULE RD-1**

#### **AVAILABILITY**

Service is available under this Schedule for all domestic purposes at individual private dwellings and in individual apartments and apartment or condominium buildings, and for churches and farms that received service under this rate prior to the effective date of this tariff page. Single Phase motors exceeding 5 horsepower will be allowed only upon approval by the Company in each instance. When service is delivered through one meter and used for both domestic and non-domestic purposes, billing shall be under this Schedule only if the predominant use of demand, determined by the Company on the basis of metered load data, connected loads, or consumption, is for domestic purposes. This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier or may be eligible for Standard Offer Service or Default Service from the Company pursuant to Schedules SOS or DS as amended from time to time.

This Schedule is not available for service furnished for commercial or business purposes including garages, motels, hotels, and boarding houses or residences in which three or more rooms are rented, or for any other non-residential purposes.

## **CHARACTER OF SERVICE**

Electricity will normally be delivered at 120/240 volts using three wire, single phase service and limited to 200 Amps at 240 volts. In some areas service may be 120/208 volts.

#### **DELIVERY SERVICE CHARGES - MONTHLY**

Customer Charge	@ \$3.02 per meter
Distribution Charge:	
All kWh	@ 4.174 ¢ per kWh
Transition Charge:	•
All kWh	@ 0.982 ¢ per kWh
Internal Transmission Charge:	
All kWh	@ 0.192 ¢ per kWh

## **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge.

#### RESIDENTIAL DELIVERY SERVICE

## **SCHEDULE RD-1 (Continued)**

# **ADJUSTMENTS**

The Delivery Service Charges under this Schedule shall be adjusted from time to time to reflect the following:

Seabrook Amortization Surcharge - Schedule SAS, M.D.T.E. No. 32

Energy Efficiency Charge - Schedule EEC, M.D.T.E. No. 96

Internal Transmission Service Cost Adjustment - Schedule ITSCA, M.D.T.E. No. 34

External Transmission Charge - Schedule ETC, M.D.T.E. No. 97

Transition Cost Adjustment - Schedule TCA, M.D.T.E. No. 98

Renewable Resource Charge - Schedule RRC, M.D.T.E. No. 37

Default Service Adjustment - Schedule DSA, M.D.T.E. No. 101

For billing purposes, the Seabrook Amortization Surcharge will be included in the Distribution Charge. The Internal Transmission Service Cost Adjustment and External Transmission Charge will be added to the Internal Transmission Charge and billed as the Transmission Charge. The Transition Cost Adjustment and the Default Service Adjustment will be included in the Transition Charge. The Energy Efficiency and Renewable Resource Charges will each be included as separate items on the bill.

#### **PAYMENT**

Bills are net and due upon presentation.

## **FARM CREDIT**

Customers who qualify as persons or corporations engaged in the business of agriculture or farming, as defined pursuant to section 1A of Chapter 128 of the General Laws, shall receive a credit of ten percent from the otherwise applicable rates. The credit shall be based on full Delivery Service rates plus the Standard Offer Service or Default Service rate, if applicable. The credit will be recalculated as required to maintain the ten percent discount from these rates as in effect from time to time.

#### TERM OF CONTRACT

The term of contract under this Schedule shall be for an initial period of at least one year, and shall continue in effect thereafter until canceled by either party upon at least 30 days written notice.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this Schedule.

#### LOW INCOME RESIDENTIAL DELIVERY SERVICE

#### **SCHEDULE RD-2**

#### **AVAILABILITY**

Service is available under this Schedule for all domestic purposes at individual private dwellings and in individual apartments. Single phase motors exceeding 5 horsepower will be allowed only upon approval by the Company in each instance. This Schedule is not available for an alternate or seasonal home and is not available for service furnished for commercial or business purposes. This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier or may be eligible for Standard Offer Service or Default Service from the Company pursuant to Schedules SOS or DS as amended from time to time. The Company shall guarantee payment to the generation supplier for all power sold to low-income customers at the discounted rates. The guaranteed payment shall be limited to the amount that the Company would have charged the Customer for Standard Offer Service.

Eligibility for this schedule shall be established upon verification of a low-income Customer's receipt of any means-tested public benefit, or verification of eligibility for the low-income home energy assistance program, or its successor program, for which eligibility does not exceed 175 percent of the federal poverty level based on a household's gross income. Said public benefits may include, but are not limited to, assistance which provides cash, housing, food, or medical care, including, but not limited to, transitional assistance for needy families, supplemental security income, emergency assistance to elders, disabled, and children, food stamps, public housing, federally-subsidized or state-subsidized housing, the low-income home energy assistance program, veteran's benefits, and similar benefits. Customers who qualify for this Schedule shall be required each year to certify their continuing compliance with the terms hereof.

#### CHARACTER OF SERVICE

Electricity will normally be delivered at 120/240 volts using three wire, single phase service and limited to 200 Amps at 240 volts. In some areas service may be 120/208 volts.

## **DELIVERY SERVICE CHARGES - MONTHLY**

Customer Charge@	\$1.87 per meter
Distribution Charge:	_
All kWh@	1.714 ¢ per kWh
Transition Charge	, 1
All kWh	0.982 ¢ per kWh
Internal Transmission Charge:	, 4
All kWh@	0.192 é per kWh

#### LOW INCOME RESIDENTIAL DELIVERY SERVICE

## **SCHEDULE RD-2 (continued)**

#### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge.

## **ADJUSTMENTS**

The Delivery Service Charges under this Schedule shall be adjusted from time to time to reflect the following:

Seabrook Amortization Surcharge - Schedule SAS, M.D.T.E. No. 32

Energy Efficiency Charge - Schedule EEC, M.D.T.E. No. 96

Internal Transmission Service Cost Adjustment - Schedule ITSCA, M.D.T.E. No. 34

External Transmission Charge - Schedule ETC, M.D.T.E. No. 97

Transition Cost Adjustment - Schedule TCA, M.D.T.E. No. 98

Renewable Resource Charge - Schedule RRC, M.D.T.E. No. 37

Default Service Adjustment - Schedule DSA, M.D.T.E. No. 101

For billing purposes, the Seabrook Amortization Surcharge will be included in the Distribution Charge. The Internal Transmission Service Cost Adjustment and External Transmission Charge will be added to the Internal Transmission Charge and billed as the Transmission Charge. The Transition Cost Adjustment and the Default Service Adjustment will be included in the Transition Charge. The Energy Efficiency and Renewable Resource Charges will each be included as separate items on the bill.

## **PAYMENT**

Bills are net and due upon presentation.

#### **FARM CREDIT**

Customers who qualify as persons or corporations engaged in the business of agriculture or farming, as defined pursuant to section 1A of Chapter 128 of the General Laws, shall receive a credit of ten percent from the otherwise applicable rates. The credit shall be based on full Delivery Service rates plus the Standard Offer Service or Default Service rate, if applicable. The credit will be recalculated as required to maintain the ten percent discount from these rates as in effect from time to time.

# LOW INCOME RESIDENTIAL DELIVERY SERVICE

## **SCHEDULE RD-2 (continued)**

## **TERM OF CONTRACT**

The term of contract under this Schedule shall be for an initial period of at least one year, and shall continue in effect thereafter until canceled by either party upon at least 30 days written notice.

## **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this Schedule.

#### GENERAL DELIVERY SERVICE

#### **SCHEDULE GD**

## **AVAILABILITY**

Service is available under this Schedule at single locations to Commercial and Industrial customers where the Company delivers electricity for the exclusive use of the customer and not for resale. This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier or may be eligible for Standard Offer Service or Default Service from the Company pursuant to Schedules SOS or DS as amended from time to time.

## **CHARACTER OF SERVICE**

Continuous, 60 hertz, alternating current, single-phase or three-phase service at various voltage levels with the Customer's connected phase requirements and delivery voltage to be designated by the Company.

## **DELIVERY SERVICE CHARGES - MONTHLY**

GD-1 Small General Delivery Service: for all customers with non-residential loads consistently under four (4) kilowatts and energy consumption less than eight hundred fifty (850) kilowatt-hours per month:

Customer Charge@	\$6.83 per meter
Distribution Charge:	-
All kWh@	4.248 ¢ per kWh
Transition Charge:	, <b>-</b>
All kWh@	0.982 ¢ per kWh
Internal Transmission Charge:	· <b>-</b>
All kWh@	0.189 ¢ per kWh
	• •

## GENERAL DELIVERY SERVICE

## **SCHEDULE GD (Continued)**

GD-2 Regular General Delivery Service: for commercial Customers with demands, excluding space heating and water heating loads eligible under the G-5 rate, consistently greater than or equal to four (4) kilowatts or energy consumption consistently greater than or equal to eight hundred fifty (850) kilowatt-hours per month and generally less than one hundred twenty thousand (120,000) kilowatt-hours per month:

Customer Charge@	\$6.83 per meter
Distribution Charge:	_
All kW@	\$5.94 per kW
All kWh	1.419 ¢ per kWh
Transition Charge:	· <del>-</del>
All kW@	\$2.57 per kW
All kWh@	0.000 ¢ per kWh
Internal Transmission Charge:	
All kW@	\$0.29 per kW
All kWh@	0.068 ¢ per kWh

GD-3 Large General Delivery Service: for any industrial or large commercial Customer, not participating in special contract rates with energy consumption generally greater than or equal to one hundred twenty thousand (120,000) kilowatt-hours per month:

Customer Charge@	\$500.00 per meter
Distribution Charge:	-
All kVA@	\$2.95 per kVA
All kWh - On Peak Hours@	1.225 ¢ per kWh
All kWh - Off Peak Hours@	0.275 ¢ per kWh
Transition Charge:	_
All kVA@	\$3.83 per kVA
All kWh - On Peak Hours@	0.053 ¢ per kWh
All kWh - Off Peak Hours@	0.000 ¢ per kWh
Internal Transmission Charge:	
All kVA@	\$0.21 per kVA
All kWh - On Peak Hours@	0.089 ¢ per kWh
All kWh - Off Peak Hours@	0.020 ¢ per kWh

#### GENERAL DELIVERY SERVICE

## **SCHEDULE GD (Continued)**

For the purpose of billing under the GD-3 rate, "On-Peak" is defined to be between the hours of 7:00 A.M. and 10:00 P.M. (local time) for all non-holiday weekdays, Monday through Friday. "Off-Peak" is defined to be between the hours of 10:00 P.M. and 7:00 A.M. (local time) during non-holiday weekdays and all-day for weekends, Saturday and Sunday, and all-day for official Federal and Massachusetts holidays that occur on a weekday.

<u>GD-4 Optional General Delivery Time-Of-Use</u>: shall be available as an option to each customer billed at the GD-2 Regular General Service Delivery Rate.

Customer Charge
Distribution Charge:
All kW - On Peak Hours
All kW - Off Peak Hours@ \$0.00 per kW
All kWh - On Peak Hours@ 0.671 ¢ per kWh
All kWh - Off Peak Hours@ 0.148 ¢ per kWh
Transition Charge:
All kW - On Peak Hours
All kW - Off Peak Hours
All kWh - On Peak Hours@ 0.917 ¢ per kWh
All kWh - Off Peak Hours
Internal Transmission Charge:
All kW - On Peak Hours
All kW - Off Peak Hours
All kWh - On Peak Hours 0.102 ¢ per kWh
All kWh - Off Peak Hours@ 0.022 ¢ per kWh

For the purpose of billing under the GD-4 rate, On-Peak and Off-Peak periods will be the same as those defined under the GD-3 service.

#### GENERAL DELIVERY SERVICE

## **SCHEDULE GD (Continued)**

GD-5 Water And/Or Space Heating Delivery Rider: This provision is restricted to Customers presently served on this rate or having a building permit as of May 1, 1985. If a Customer has installed and in regular operation throughout the entire year a Company approved electric water heater which supplies the Customer's entire water heating requirements and/or a Customer has permanently installed electric space heating equipment for five (5) kilowatts or more, the Customer may elect to have this service metered separately and billed as follows:

Customer Charge@	\$0.00 per meter
Distribution Charge:	-
All kWh@	3.709 ¢ per kWh
<b>Transition Charge:</b>	, <b>-</b>
All kWh@	0.982 ¢ per kWh
Internal Transmission Charge:	, <b>-</b>
All kWh@	0.182 ¢ per kWh
$\sim$	, <del>"</del>

When this option is requested, it shall apply for at least 12 months. Space heating Customers shall be subject to a separate minimum charge of \$8.00 per year per kilowatt of installed space heating capacity. This provision applies for both electric heating and electric cooling where the two services are combined by the manufacturer in a single self-contained unit.

#### **DETERMINATION OF DEMAND**

For the purpose of billing under the GD-1 Small General Delivery Service Rate and GD-5 Water And/Or Space Heating Delivery Rider, no demand charges will be rendered. The Company, however, reserves the right, at any time, to monitor each GD-1 Customer's load using appropriate metering equipment. When it is determined that a GD-1 Customer's load consistently equals or exceeds 4 kW or its energy consumption equals or exceeds 850 kWh, the Company shall, at its discretion, render bills based on the GD-2 Regular General Delivery Service Rate or the GD-4 Optional Commercial Delivery Time-Of-Use Rate.

For the purpose of demand billing under the GD-2 Regular General Delivery Service rate and the GD-4 Optional Time-Of-Use rate, demands shall be measured as the highest 15-minute integrated kilowatt (kW) load determined during the month for which the charge is rendered, but not less than any specified minimum available contract capacity, if applicable.

#### GENERAL DELIVERY SERVICE

## **SCHEDULE GD (Continued)**

The billing demand measured under the GD-2 and GD-4 rates shall be taken in 0.5 kW intervals, and those demands falling between any half kW interval shall be billed at the next lower 0.5 kW increment.

For the purpose of demand billing under the GD-3 Large General Delivery Service rate, demands shall be measured as the highest 15-minute integrated kilovolt-ampere (kVA) load determined during the On-Peak period of the month for which the charge is rendered, but not less than any specified minimum available contract capacity if applicable.

The billing demand measured under the GD-3 rate shall be taken in 0.5 kVA intervals and those demands falling between any half kVA interval shall be billed at the next lower 0.5 kVA increment.

#### MINIMUM CHARGE

The Minimum Charge per month, except as may be increased by line extension surcharges or guaranteed temporary service connections, shall be no less than the Customer Charge for each type of delivery service installed. For GD-3 Customers, there may be an additional minimum capacity charge based upon the service contract for that Customer.

#### METERING

The Company may at its option meter at the Customer's utilization voltage or on the high voltage side of the transformer through which service is furnished.

In the latter case or if the Customer's utilization voltage requires no transformation, and if the Company meters service at 4160 volts or higher, a compensating deduction of 3% will be made from the metered kilowatt (or kilovolt-ampere) demand and kilowatt-hour usage to determine billing amounts.

## **CREDIT FOR TRANSFORMER OWNERSHIP**

GD-3 customers are responsible for their own transformation, but may rent such transformation from the Company at the Company's discretion. For all other General Delivery Service Customers, if the Customer furnishes all transformers required so that the Company is not required to furnish any transformers, there will be credited against the amount determined under the Distribution Charge 12 cents for each kilowatt of demand for such month.

#### GENERAL DELIVERY SERVICE

## **SCHEDULE GD (Continued)**

#### **FARM CREDIT**

Customers who qualify as persons or corporations engaged in the business of agriculture or farming, as defined pursuant to section 1A of Chapter 128 of the General Laws, shall receive a credit of ten percent from the otherwise applicable rates. The credit shall be based on full Delivery Service rates plus the Standard Offer Service or Default Service rate, if applicable. The credit will be recalculated as required to maintain the ten percent discount from these rates as in effect from time to time.

## **TERM OF CONTRACT**

The term of contract under this Schedule shall be for an initial period of at least one year, and shall continue in effect thereafter until cancelled by either party upon at least 30 days' written notice. The Company may require longer initial and renewal contract terms whenever, in its opinion, the estimated annual revenue is insufficient to warrant the Company making the necessary commitments to render service.

#### **ADJUSTMENTS**

The Delivery Service Charges under this Schedule shall be adjusted from time to time to reflect the following:

Seabrook Amortization Surcharge - Schedule SAS, M.D.T.E. No. 32

Energy Efficiency Charge - Schedule EEC, M.D.T.E. No. 96

Internal Transmission Service Cost Adjustment - Schedule ITSCA, M.D.T.E. No. 34

External Transmission Charge - Schedule ETC, M.D.T.E. No. 97

Transition Cost Adjustment - Schedule TCA, M.D.T.E. No. 98

Renewable Resource Charge - Schedule RCC, M.D.T.E. No. 37

Default Service Adjustment - Schedule DSA, M.D.T.E. No. 101

For billing purposes, the Seabrook Amortization Surcharge will be included in the Distribution Charge. The Internal Transmission Service Cost Adjustment and External Transmission Charge will be added to the Internal Transmission Charge and billed as the Transmission Charge. The Transition Cost Adjustment and the Default Service Adjustment will

#### GENERAL DELIVERY SERVICE

## **SCHEDULE GD (Continued)**

be included in the Transition Charge. The Energy Efficiency and Renewable Resource Charges will each be included as separate items on the bill.

## **TERMS OF PAYMENT**

The Charges for service under this Schedule are net, billed monthly and payable upon presentation of bill. Interest charges will be added from the date of the original bill if current charges for electricity are not paid and received by the Company or its agents within twenty-five (25) days. Interest charges shall be calculated at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31 of any year, plus 10 percent, i.e. 1000 basis points, in accordance with 220 CMR 26.00. The monthly interest charge is also added to accounts until all arrears have been paid.

#### **GUARANTEE**

When the estimated expenditure necessary to supply electrical energy properly to a Customer's premises shall be of such an amount that the income to be derived from the sale of such energy at the rates herein established, including the monthly minimum charge, will be insufficient to warrant such expenditure, the Company may require the Customer to guarantee a minimum annual payment for a term of years and/or to pay the whole or a part of the cost of extending, enlarging or rebuilding its facilities to supply the Customer's premises or other reasonable payments in addition to the payments otherwise provided herein.

## **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this Schedule.

#### **OUTDOOR LIGHTING DELIVERY SERVICE**

## SCHEDULE SD

## **AVAILABILITY**

This Schedule is available to all Customers for outdoor lighting delivery service with the Company's standard lighting fixtures mounted on existing poles, except as otherwise provided herein. This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier or may be eligible for Standard Offer Service or Default Service from the Company pursuant to Schedules SOS or DS as amended from time to time.

## **CHARACTER OF SERVICE**

All lighting shall be photoelectrically controlled and supplied from multiple circuits. The Company will furnish and maintain the equipment hereinafter described, and shall supply service at which the lamps are designed to operate.

## **DELIVERY SERVICE CHARGES - MONTHLY**

Distribution Charges

The monthly charges for Outdoor Lighting Delivery Service will include the kWh Charges plus the Luminaire Charges for the applicable luminaire as listed below.

Distribution Charge:	
All kWh@	0.057 ¢ per kWh
Transition Charge:	, 4
All kWh@	0.982 ¢ per kWh
Internal Transmission Charge:	, 1
All kWh@	0.000 ¢ per kWh

## **OUTDOOR LIGHTING DELIVERY SERVICE**

# **SCHEDULE SD (Continued)**

# (A) Mercury Vapor Lighting Equipment\*

Lamp Size Nominal		I	Price Per Lum Per Mont	
Lumens		Internal		
(Approx.)	Type of Luminaire	<u>Transmission</u>	<u>Distribution</u> 3	Transition Charge
3,500	(MV) Residential and Commercial Type	\$0.23	\$6.48	\$0.00
7,000	(MV) Residential and Commercial Type	\$0.27	\$7.19	\$0.00
3,500	(MV) Street and Highway Type	\$0.23	\$6.48	\$0.00
7,000	(MV) Street and Highway Type	\$0.27	\$7.19	\$0.00
20,000	(MV) Street and Highway Type	\$0.52	\$13.05	\$0.00
60,000	(MV) Street and Highway Type	\$1.02	\$24.93	\$0.00
20,000	(MV) Flood Light Type	\$0.56	\$14.42	\$0.00
3,500	(MV) Power Bracket Included	\$0.24	\$6.79	\$0.00
7,000	(MV) Power Bracket Included	\$0.29	\$7.65	\$0.00

<sup>\*</sup> Mercury Vapor Lighting is not available for new lighting installations, effective January 1, 1991.

# (B) <u>High Pressure Sodium Lighting Equipment</u>

Lamp Size Nominal	;	Price Per Luminaire Per Month				
Lumens		Internal				
(Approx.)	Type of Luminaire	<u>Transmission</u>	<b>Distribution</b>	<b>Transition</b>		
<b>Charge</b>						
3,300	(HPS) Residential and Commercial Typ	e \$0.20	\$5.62	\$0.00		
9,500	(HPS) Residential and Commercial Typ	e \$0.24	\$6.69	\$0.00		
3,300	(HPS) Street and Highway Type	\$0.20	\$5.62	\$0.00		
9,500	(HPS) Street and Highway Type	\$0.24	\$6.69	\$0.00		
20,000	(HPS) Street and Highway Type	\$0.39	\$9.96	\$0.00		
50,000	(HPS) Street and Highway Type	\$0.56	\$14.16	\$0.00		
140,000	(HPS) Street and Highway Type	\$1.18	\$29.04	\$0.00		
50,000	(HPS) Flood Light Type	\$0.64	\$16.43	\$0.00		

Daire Den Terreineine

#### FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

#### **OUTDOOR LIGHTING DELIVERY SERVICE**

## **SCHEDULE SD (Continued)**

(C) <u>Ornamental Lighting Equipment</u> (Customer assumes all initial installation expenses inclusive of materials).

Lamp Size		Pr	Price Per Luminaire			
Nominal		Per Month				
Lumens		Internal				
(Approx.)	Type of Luminaire	<u>Transmission</u> <u>D</u>	<u> Distribution Tra</u>	nsition Charge		
3,300	Street and Highway Type	\$0.16	\$4.51	\$0.00		

Note: High pressure sodium lights designated by the above types are also available for use on private property subject to the provisions contained under "Special Provisions" hereof.

## **OTHER EQUIPMENT**

Lighting fixtures other than those specified herein will be provided only at prices and for a term of contract to be mutually agreed upon.

## **TERM OF CONTRACT**

Service under this Schedule shall be for an initial period of one year with automatic one year extensions thereafter until canceled by either party giving the other notice in writing at least 30 days prior to the expiration of any contract year. The Company may require longer initial and renewal contract terms whenever, in its opinion, the estimated annual revenue is insufficient to warrant the Company making the necessary commitments to render service.

#### **BILLS AND PAYMENT**

Bills are net and due upon presentation.

#### **FARM CREDIT**

Customers who qualify as persons or corporations engaged in the business of agriculture or farming, as defined pursuant to section 1A of Chapter 128 of the General Laws, shall receive a credit of ten percent from the otherwise applicable rates. The credit shall be based on full Delivery Service rates plus the Standard Offer Service or Default Service rate, if applicable. The credit will be recalculated as required to maintain the ten percent discount from these rates as in effect from time to time.

#### **OUTDOOR LIGHTING DELIVERY SERVICE**

## **SCHEDULE SD (Continued)**

#### SPECIAL PROVISIONS

## (a) Hours of Operation

Approximate hours of operation will be from one-half hour after sunset to one-half hour before sunrise. The total burning hours shall not exceed 4,100 hours per year.

## (b) Lamp Replacement

The Company shall replace defective lamps as promptly as possible during regular working hours, after having been advised of the need of such replacement by the Customer.

## (c) Change of Location

The Company will, at the expense of the Customer, change the location of such fixtures as the Customer may order.

## (d) Change of Fixture

The Company will change the type of lighting fixture at the Customer's request, during regular working hours, but may require the customer to reimburse the Company for the depreciated cost of the retired equipment including installation and cost of removal, less any salvage value thereon.

#### (e) **Permits**

The Customer shall provide, without cost to the Company, all permits, consents, or easements necessary for the erection, maintenance and operation of the Company's facilities, including the right to cut and trim trees where necessary

#### (f) Limitation of Service

The Company reserves the right to restrict installations served under this schedule to those which will yield a reasonable return to the Company and to areas easily accessible by service truck.

#### (g) Additional Equipment

Lighting installations requiring new poles and overhead conductors, or lighting units mounted on ornamental standards connected to an underground distribution circuit will be available only when the Customer signs an agreement under which Customer agrees to pay each

#### **OUTDOOR LIGHTING DELIVERY SERVICE**

## **SCHEDULE SD (Continued)**

month an additional charge of 2.4% of the excess cost of the facilities. Such an agreement shall have a minimum term of ten (10) years whenever more than four (4) luminaires are so installed.

Excess cost is defined as being the cost in excess of that which would have been incurred had the lights been mounted on existing poles.

## (h) Failure of Lights to Burn

If any lights fail to burn the full period herein provided, then upon request, a deduction will be made from the monthly price for such lights provided they are not burning within 72 hours from the time the Company is notified of the outage.

The deduction shall be the monthly Delivery Service Charges multiplied by the ratio that the period of such outage bears to the total monthly burning time as herein indicated.

This deduction shall not apply in case the failure of the lights to burn is due to the act of any public authority or to malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch.

#### **ADJUSTMENTS**

The Delivery Service Charges under this rate shall be adjusted from time to time to reflect the following:

Seabrook Amortization Surcharge - Schedule SAS, M.D.T.E. No. 32

Energy Efficiency Charge - Schedule EEC, M.D.T.E. No. 96

Internal Transmission Service Cost Adjustment - Schedule ITSCA, M.D.T.E. No. 34

External Transmission Charge - Schedule ETC, M.D.T.E. No. 97

Transition Cost Adjustment - Schedule TCA, M.D.T.E. No. 98

Renewable Resource Charge - Schedule RRC, M.D.T.E. No. 37

Default Service Adjustment - Schedule DSA, M.D.T.E. No. 101

For billing purposes, the Seabrook Amortization Surcharge will be included in the Distribution Charge. The Internal Transmission Service Cost Adjustment and External Transmission Charge will be added to the Internal Transmission Charge and billed as the Transmission Charge. The Transition Cost Adjustment and the Default Service Adjustment will

# **OUTDOOR LIGHTING DELIVERY SERVICE**

## **SCHEDULE SD (Continued)**

be included in the Transition Charge. The Energy Efficiency and Renewable Resource Charges will each be included as separate items on the bill.

## **TERMS AND CONDITIONS**

The Company's Terms and Conditions, in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this Schedule.